



0000158479

## BEFORE THE ARIZONA CORPORATION COMMISSION


2014 DEC -5 P 3:32

AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

DEC 05 2014

DOCKETED BY 

ORIGINAL

BOB STUMP

Chairman

GARY PIERCE

Commissioner

BRENDA BURNS

Commissioner

BOB BURNS

Commissioner

SUSAN BITTER SMITH

Commissioner

LORI S. DANIELS,

Complainant,

v.

QWEST CORPORATION d/b/a  
CENTURYLINK QC,

Respondent.

DOCKET NO. T-01051B-14-0389

QWEST CORPORATION d/b/a  
CENTURYLINK'S MOTION TO  
DISMISS AND ANSWER TO FORMAL  
COMPLAINT

Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"), through undersigned counsel, answers the complaint filed by Lori S. Daniels ("Complainant") on November 14, 2014, delivered to CenturyLink on November 18, 2014. CenturyLink also respectfully moves to dismiss the Complaint in its entirety for the reasons stated below.

## MOTION TO DISMISS

The Complainant alleges that she was overcharged for certain telephone services and requests compensation. She complains that she was charged for a particular service, Foreign Central Office ("FCO") service, which she admits she requested approximately 20 years ago, and which she admits she did not cancel until August of 2013. The complaint stems from the fact that in the intervening years since she ordered FCO, alternative ways to accomplish the same purpose as FCO became available to her, but she did not make the change. The essence of her complaint is that CenturyLink did not tell her that it was no longer necessary for her to subscribe to FCO. Even if that allegation were true (which it is

1 not, as is described in the Answer below), the Complainant has not stated a claim upon which the  
2 Commission can, or should, grant relief.

3         The Complainant admits that 20 years ago, when she moved her office from Gilbert to Chandler,  
4 she wanted to keep the same phone number and that she chose to be charged a monthly amount for that  
5 option. The service which provided that capability is called Foreign Central Office (“FCO”) service,  
6 which is provided under tariff under the jurisdiction and rules of the Commission. *See* Declaration of  
7 Reed Peterson (“Declaration”), attached as Exhibit A. The tariff was effective throughout the period of  
8 time during which the Complainant alleges that she was overcharged and, indeed, remains in effect to  
9 this day. *See*, Declaration, ¶5.

10         Complainant was billed for FCO in accordance with the tariff for the period of time described in  
11 her Complaint. The charges for the service, along with a brief description of each individual billing  
12 element, were stated on her bill every month, and paid every month. The Complaint does not allege that  
13 the charges did not reflect the rates embodied in the applicable tariffs.

14         The Complaint does not allege that the service she ordered (which permitted her to keep the old  
15 telephone number first assigned to her from the Gilbert central office over 20 years ago, despite having  
16 relocated) was not delivered.

17         The Complainant does not claim that she asked for discontinuation of the tariffed FCO service  
18 during the period for which she alleges overcharges.

19         The assumption of the Complaint, though not articulated, is that CenturyLink had a legal duty to  
20 tell her that an alternative way of programming the network had been developed subsequent to her  
21 decision to subscribe to FCO, which could eliminate FCO charges from her bill. While the facts will  
22 show that CenturyLink did inform all of its FCO customers of that development (*see* Answer, para. 7,  
23 *infra.*), the Complainant does not identify a statute or rule in support of her assumption.

24         A fundamental tenet of public service corporation regulation in Arizona is that the rates for  
25 regulated service must be filed (A.R.S. 40-386), which is accomplished by tariffs filed by the utility and

1 approved by the Commission, and that the entity filing such tariffs must strictly adhere to the rates and  
2 terms of service embodied in the filed tariffs. A.R.S. §40-334. Further, the regulatory policy of the  
3 Commission, embodied in the anti-slamming and cramming rules (A.A.C. R14-2-1901 et seq. and R14-  
4 2-2001 et seq.), holds that a utility must not change a customer's service without explicit authorization.  
5 The Complainant does not allege that CenturyLink has failed to fulfill its obligation to these principles.  
6 Indeed, in this case, it is the adherence to the tariffs and legal rules that is complained of - she was  
7 charged the tariff rate for services she ordered, received, and did not cancel.

8 The Complaint should be dismissed because it fails to state a cause that can be remedied by the  
9 Commission in a complaint proceeding. Arizona Revised Statute §40-246(A) requires that Ms. Daniels  
10 allege a "violation of any provision of law or any order or rule of the commission" in order to file a  
11 complaint. She does not allege a single violation involving Commission rules, decisions, or provisions  
12 of law under Commission Rules and Regulations, CenturyLink's Commission-approved tariffs, A.R.S.  
13 Title 40, or the Arizona Constitution.

#### 14 **CENTURYLINK'S ANSWER TO COMPLAINT**

15 1. CenturyLink denies the allegations of the Complaint. In response, CenturyLink states  
16 that it has been and is in full compliance with its tariff and the rules and regulation of the Commission,  
17 including compliance with CenturyLink's tariffs.

18 2. The Complaint admits that when the Complainant relocated her office from Gilbert to  
19 Chandler, she opted to pay a monthly charge to keep the same phone number. That was necessary  
20 because the new office location was served by a different wire center (central office), and telephone  
21 numbers at that time were not portable from one wire center to another. The service which  
22 accomplished that purpose is known as Foreign Central Office ("FCO") service.

23 3. With FCO, a call to an FCO number is transported to the originally assigned wire center,  
24 and there connected to the customer's new location by what is essentially a dedicated private line.  
25

1           4.       FCO was a tariffed service at the time Complainant first ordered it, and it has been and  
2 remains an available tariffed service.

3           5.       At all relevant times, CenturyLink charged Complainant the amount called for by the  
4 tariff then in effect.

5           6.       Related to the implementation of the market opening provisions of the  
6 Telecommunications Act, CenturyLink implemented technology which enabled local telephone numbers  
7 to be carried over to competitive local exchange carriers, so that subscribers could change their provider  
8 while keeping the same telephone number. This development, known as local number portability  
9 ("LNP"), is accomplished by a combination of network signaling and software programming which  
10 allows for the termination of calls to the number without the hardwire routing that is involved with FCO.  
11 The introduction of LNP also made it possible for numbers to be ported between central offices within  
12 the same rate center and area code even when customers did not change providers, such as was the case  
13 with Ms. Daniel's move from Gilbert to Chandler. However, FCO is still viable as a unique service  
14 because LNP does not work for customers who relocate from one area code to another.

15          7.       In 2001, CenturyLink mailed three notices to FCO customers, such as Ms. Daniels. Each  
16 such notice alerted the FCO subscriber to the availability of LNP, specifically informing the subscriber  
17 that the subscriber could benefit from the new technology, and that converting to LNP will drop the  
18 FCO charges and save the subscriber money. Copies of the form letters that were sent are attached,  
19 marked as Exhibit B.

20          8.       Under the Commission's slamming and cramming rules (A.A.C. R14-2-1901 et seq. and  
21 R14-2-2001 et seq.), only the subscriber can authorize changes to their subscribed services. That rule is  
22 particularly important, since FCO remained a valid tariffed service which was desirable for some  
23 customers even after the introduction of LNP.

24          9.       The Complainant did not respond to any of the multiple notices of the availability of  
25 LNP. CenturyLink continued to provide FCO, and the Complainant continued to pay for it.

10. CenturyLink had no legal duty to alert FCO customers of the availability of LNP, especially since it was impossible to say that conversion to LNP was possible for every LNP customer. Yet, CenturyLink's undertaking to provide not just one, but three such alerts shows responsible care for customers and was more than reasonable.

11. Based on the foregoing, it is clear that CenturyLink did not overcharge the Complainant and that there is no basis for compensation to her.

12. While CenturyLink denies liability and owes her nothing, the Complainant's demand for money is a flawed calculation. The Complainant has based her demand on charges that are not related to the FCO service about which she complains. The \$105 credit that she references on her September 2013 bill, and on which she bases her calculation of damages, does not relate in any way to the charges that were removed from her bill in connection with her FCO service. The actual monthly tariff charges associated with FCO service on her account at the time of disconnection were as follows<sup>1</sup>:

<u>USOC</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>TARIFF RATE</u>	<u>TOTAL</u>
1DC2X	1	Network Access Channel	\$27.50	\$27.50
PJWFX	1	Channel Performance	\$16.50	\$16.50
FQYX1	1	Transport Mileage - Fixed	\$27.50	\$27.50
3LBXA	5	Transport Mileage - Per Mile	\$1.75	<u>\$8.75</u>
TOTAL				\$80.25

<sup>1</sup> The rates in effect for FCO service at the time LNP service became available in 2000 were approximately one-half of the current rates. The total amount of tarified charges billed to Ms. Daniels for FCO service in 2000 would have been \$41.98. Any calculation of alleged damages should be based on rates actually in effect for each period of time and should not simply be the product of the current tariff rates multiplied by the disputed timeframe.

13. As a gesture of goodwill to a longstanding customer who contends that she was overcharged for FCO, CenturyLink has given the Complainant credits, in the amount of \$1089.56, which were extended as follows:

<u>Date</u>	<u>Credit Amount</u>
10/7/2013	\$109.26
3/3/2014	<u>\$980.30</u>
Total	\$1,089.56

14. CenturyLink agrees that it has also made offers to settle the Complainant's claims, as she has described in her Complaint, and that she rejected those offers. The offers were made without admission of liability.

15. CenturyLink denies each and every allegation not specifically admitted herein.

#### **AFFIRMATIVE DEFENSES**

16. Complainant has failed to state a claim upon which relief may be granted.

17. Complainant has alleged no "violation of any provisions of law or any order or rule of the commission" as required by ARS §40-246(A).

18. The Complaint was filed on November 14, 2014, alleging overcharges dating back to June 2001. A.R.S. §40-248 (B) bars recovery of overcharges farther back than two years, stating:

All complaints concerning excessive or discriminatory charges shall be filed with the commission within two years from the time the cause of action accrues, and the action to enforce the order shall be brought within one year from the date of the order of the commission.

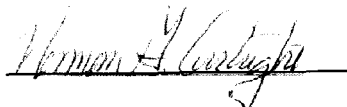
After application of time bar, the period during which recovery of overcharges alleged by the Complaint is permitted is November 14, 2012, to the date the FCO service was cancelled, which was August 16, 2014, which is about 21 months.

19. Equity demands that any order of reparation be reduced by amounts previously credited to the Complainant in connection with her dispute.

1           WHEREFORE, having fully answered Ms. Daniels' Complaint, CenturyLink requests that the  
2 Commission issue an Order dismissing the Complaint with prejudice.

3                   RESPECTFULLY SUBMITTED this 5<sup>th</sup> day of December, 2014.

4                                   QWEST CORPORATION d/b/a  
5                                   CENTURYLINK-QC

6                                   

7                                   Norman G. Curtright  
8                                   Associate General Counsel  
9                                   20 E. Thomas Road, 1st Floor  
                                  Phoenix, Arizona 85012  
                                  Telephone: (602) 630-2187

10           ORIGINAL and thirteen (13) copies of the foregoing  
11 filed this 5<sup>th</sup> day of December, 2014 with:

12           Docket Control  
13           Arizona Corporation Commission  
14           1200 West Washington Street  
                  Phoenix, Arizona 85007

15           **COPIES** of the foregoing hand-delivered  
16           this same day to:

17           Janice Alward  
18           Legal Division  
19           Arizona Corporation Commission  
20           1200 West Washington Street  
21           Phoenix, Arizona 85007

                  Steve Olea, Director  
                  Utilities Division  
                  Arizona Corporation Commission  
                  1200 West Washington Street  
                  Phoenix, Arizona 85007

22           Lyn Farmer  
23           Hearing Division  
24           Arizona Corporation Commission  
25           1200 West Washington Street  
                  Phoenix, Arizona 85007

1 **COPIES** of the foregoing mailed this  
2 5<sup>th</sup> day of December, 2014 to:

3 Lori Daniels  
4 1969 W. Ray Road, Suite 1  
5 Chandler, AZ 85224

6 Reed Peterson



# Exhibit A

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 **BOB STUMP**

**Chairman**

3 **GARY PIERCE**

**Commissioner**

4 **BRENDA BURNS**

**Commissioner**

5 **BOB BURNS**

**Commissioner**

6 **SUSAN BITTER SMITH**

**Commissioner**

7 **LORI S. DANIELS,**

8 **Complainant,**

9 **v.**

10 **QWEST CORPORATION d/b/a**  
11 **CENTURYLINK QC,**

12 **Respondent.**

**DOCKET NO. T-01051B-14-0389**

**DECLARATION OF REED PETERSON  
IN SUPPORT OF CENTURYLINK  
MOTION TO DISMISS AND ANSWER**

13  
14 I, Reed Peterson, declare as follows:

15 1. I am the Director of Regulatory Affairs for CenturyLink in Arizona.

16 2. My responsibilities include oversight of all regulatory filings and dockets for  
17 CenturyLink in Arizona, including tariffs. I have been continuously involved in one capacity or another  
18 with regulatory filings and issues for CenturyLink and its predecessor companies in Arizona since 1990.

19 3. The purpose of this declaration is to demonstrate that Foreign Central Office service was  
20 a valid service offered under a tariff approved by the Arizona Corporation Commission at the time it  
21 was originally provisioned to Ms Daniels and has remained a valid, tariffed offering at all times during  
22 the period for which she alleges overcharges.

23 4. At the time Ms. Daniels first relocated her business from Gilbert to Chandler, which  
24 according to her was approximately 20 years ago, customers who wanted to retain a telephone number  
25 while moving from one telephone company central office to another could subscribe to Foreign Central

1 Office (FCO) Service. This service is provided by establishing a direct private line connection between  
2 the original central office (Gilbert in this case), and the new central office (Chandler). The components  
3 of the private line connection are as follows:

4 Network Access Channel – provides a two-wire or four-wire communications path between the  
5 point of termination and the normal serving wire center of that premises. One Network Access  
6 Channel charge applies per channel terminated at the point of termination. This charge will apply  
even if the customer designated premises and the serving wire center are collocated in the same  
building.

7 Channel Performance - provides the electronic equipment which is added to the Network Access  
8 Channel to provide the desired level of transmission performance. It modifies the circuit with the  
9 basic performance necessary for the circuit to function. If appropriate, it may also provide  
various signaling parameters to enhance the basic performance. One Channel Performance  
charge will apply per Network Access Channel.

10 Transport Mileage - provides for the transmission facilities between the serving wire centers  
11 associated with two customer designated premises. The Transport Mileage is portrayed in  
12 mileage bands. There are two rate elements that apply for each band, a flat rate per band and a  
13 rate per mile. Transport Mileage is measured by airline miles between serving wire centers via  
the V and H Coordinates Method, as set forth in the National Exchange Carrier Association  
Tariff F.C.C. No. 4.

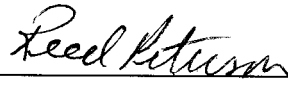
14 5. Attachment A is a copy of the current FCO tariff in Arizona. I have personally verified  
15 that FCO service has been continuously offered under this tariff and the superseded portions thereof  
16 throughout the period of time Ms. Daniels complains of.

17 6. The Company's records establish that Ms Daniels was billed the Commission authorized  
18 tariff charges for FCO service continuously from the time she established the service 20 years ago until  
19 August of 2013, at which time it was disconnected.

20 7. The Company's records establish that the FCO charges billed to her throughout this  
21 period of time were paid, excepting those which were credited to her account as described in the  
22 Answer. The Company's records reflect that at no point in time prior to 2013 did Ms. Daniels allege that  
23 the FCO service she had ordered had not been delivered or did not function properly. Nor do our  
24 records reflect that she had requested discontinuation of the FCO service prior to 2013.  
25

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on this 5<sup>th</sup> day of December, 2014.

3 

4 Reed Peterson  
5 State Regulatory Affairs Director for  
6 Qwest Corporation dba CenturyLink QC  
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# **Attachment A**

Issued: 8-8-13

Effective: 8-9-13

## **5. SERVICES**

### **5.1 GENERAL**

#### **5.1.1 SERVICE TYPES (Cont'd)**

##### Local Area Data Service (LADS)

A channel suitable for baseband transmission of digital data signals between points within the same serving wire center area.

##### Audio

A channel for the transmission of audio signals. The nominal frequency bandwidths are from 200 to 3,500 Hz, from 100 to 5,000 Hz, from 50 to 8,000 Hz or from 50 to 15,000 Hz. Audio multipoint private line channels are specially provided for the closed circuit (nonbroadcast) transmission of voice and music in one direction only.

##### Foreign Exchange (FX)

Provides dial tone from a wire center in an exchange from which the customer is not normally served.

##### Foreign Central Office (FCO)

Provides dial tone from a serving wire center to a remote wire center in the same exchange.

##### Exchange Service Extension (ESE)

Channel which extends dial tone from a customer's serving wire center to a noncontinuous property station location.

##### Telephone Answering Service (TAS)

Channel from a patron's central office to the Answering Bureau.

Issued: 8-8-13

Effective: 8-9-13

## **5. SERVICES**

### **5.2 SERVICE DESCRIPTIONS (Cont'd)**

#### **5.2.7 FOREIGN CENTRAL OFFICE SERVICE**

##### **A. Basic Description**

Foreign Central Office (FCO) Service provides dial tone from a customer's serving wire center to a remote wire center in the same exchange. This service is available to either residence or business customers.

##### **B. Terms and Conditions**

1. FCO Service is offered on individual lines and PBX trunks.
2. FCO Service will obtain a line or trunk from the Competitive Exchange and Network Services Tariff. The Network Access Channel is also applicable.
3. FCO Service is not in accord with the normal plan of furnishing telephone service and the Company does not obligate itself to furnish such service, particularly where it involves undue expense or impairment of the service furnished to the general public.
4. Transport Mileage applies based on airline measurements from the wire center from which the customer actually is served to the serving wire center from which the customer would normally be served.
5. FCO Service will not be provided on the same circuit as FX Service.
6. Rates and charges for all Optional Features and Functions are as specified in the Competitive Exchange and Network Services Tariff.
7. Locality, suburban or exchange zone rate area increments (ZNA/) for any main station or PBX located outside the base rate area of the normal exchange do not apply to FCO Service.
8. Directory Listings
  - a. One directory listing will be provided for FCO Service in the wire center where the customer's dial tone is obtained.
  - b. Additional listings will be furnished at regular rates and charges as specified in the Competitive Exchange and Network Services Tariff.
  - c. Listings in other directories will be furnished at the regular rates for foreign listings as specified in the Competitive Exchange and Network Services Tariff.

Issued: 8-8-13

Effective: 8-9-13

**5. SERVICES**

**5.2 SERVICE DESCRIPTIONS**

**5.2.7 FOREIGN CENTRAL OFFICE SERVICE**

**B. Terms and Conditions (Cont'd)**

9. Message toll rates are applicable in connection with FCO Service when calls are placed to telephone numbers outside the local calling area of the dial tone wire center.
10. Rates, terms and conditions associated with Directory Assistance apply and are set forth in the Competitive Exchange and Network Services Tariff.
11. Use of Service limitations, as delineated in the Competitive Exchange and Network Services Tariff, apply to FCO Service.
12. The rates for individual line service and PBX trunks are those in effect in the serving (foreign) central office.
13. In the case of Centrex main stations, the basic secondary location Centrex station rate schedule will apply at each FCO station location in addition to mileage and/or incremental charges.
14. Rate Elements
  - Exchange Service Element
  - Network Access Channel (NAC)
  - Channel Performance (CP)
  - Transport Mileage (TM)

**C. Service Information**

<b>SERVICE</b>	<b>CLASS OF SERVICE</b>	<b>NETWORK CHANNEL CODE</b>
Foreign Central Office Line	[1]	UC
Foreign Central Office Trunk	[1]	UD

**5.2.8 RESERVE FOR FUTURE USE**

**5.2.9 RESERVED FOR FUTURE USE**

[1] Use applicable exchange Class of Service.



**COMPETITIVE  
PRIVATE LINE TRANSPORT  
SERVICES TARIFF NO. 6**

**Qwest Corporation d/b/a CenturyLink QC  
Arizona**

**SECTION 6  
Page 22  
Release 1**

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS (Cont'd)**

**6.2.7 FOREIGN CENTRAL OFFICE SERVICE**

	<b>USOC</b>	<b>NONRECURRING MAXIMUM</b>	<b>CHARGE[1] CURRENT</b>
<b>A. Service Provisioning</b>			
• Initial	SCH	\$590.00	\$295.00
• Subsequent	SCHAX	290.00	145.00
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	1DC2X	—	—
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	130.00	65.00
• Ground-Start Signaling	PJWMX	130.00	65.00
• Reverse Battery Signaling	PJWZX	130.00	65.00
<b>D. Transport Mileage (TM)</b>			
<b>Mileage Bands</b>			
• Over 0 to 8			
- Fixed	FQYX1	140.00	70.00
- Per mile	3LBXA	—	—
• Over 8 to 25			
- Fixed	FQYX2	140.00	70.00
- Per mile	3LBXB	—	—
• Over 25 to 50			
- Fixed	FQYX3	140.00	70.00
- Per mile	3LBXC	—	—
• Over 50			
- Fixed	FQYX4	140.00	70.00
- Per mile	3LBXD	—	—

[1] Pursuant to Decision No. 73354, the rates, terms and conditions associated with Nonrecurring Charges (NRCs) are deregulated. NRC Terms and Conditions can now be found in the Private Line Transport Services Catalog.

**COMPETITIVE  
PRIVATE LINE TRANSPORT  
SERVICES TARIFF NO. 6**

**Qwest Corporation d/b/a CenturyLink QC  
Arizona**

**SECTION 6  
Page 23  
Release 1**

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS**

**6.2.7 FOREIGN CENTRAL OFFICE SERVICE (Cont'd)**

	<b>USOC</b>	<b>MAXIMUM MONTHLY RATE</b>	<b>CURRENT MONTHLY RATE</b>
<b>A. Service Provisioning</b>			
• Initial	SCH	—	—
• Subsequent	SCHAX	—	—
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	1DC2X	\$67.50	\$27.50
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	36.00	16.50
• Ground-Start Signaling	PJWMX	36.00	16.50
• Reverse Battery Signaling	PJWZX	36.00	17.50
<b>D. Transport Mileage (TM)</b>			
<b>Mileage Bands</b>			
• Over 0 to 8			
- Fixed	FQYX1	66.00	27.50
- Per mile	3LBXA	3.75	1.75
• Over 8 to 25			
- Fixed	FQYX2	66.00	27.50
- Per mile	3LBXB	4.05	1.75
• Over 25 to 50			
- Fixed	FQYX3	66.00	27.50
- Per mile	3LBXC	4.35	1.75
• Over 50			
- Fixed	FQYX4	66.00	27.50
- Per mile	3LBXD	4.65	1.75

# **Exhibit B**

**First Notice**

June 22nd, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest® has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. **As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.**

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102

**Second Notice**

July 27th, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest® has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. **As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.**

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 851-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102

**Final Notice****Qwest** 2

June 18th, 2001

Dear Qwest Customer:

In May 2001 we sent you a letter explaining Local Number Portability and offered you the opportunity to save money by converting your Foreign Central Office line(s) to Local Number Portability. In the past, due to technical limitations, it was often necessary to change your telephone number(s) when relocating your business. Some businesses, such as yours, opted to pay for a monthly service that allows your existing telephone number(s) to ring at your new location. This is called a Foreign Central Office line.

Qwest now offers Local Number Portability, which is a technological advancement allowing you to retain your current telephone number(s) in your existing business location. With Local Number Portability, you will no longer have to pay the additional service charges that are required with a Foreign Central Office line. In order for you to begin saving money, Qwest needs your authorization to change your service to Local Number Portability. To facilitate the change, Qwest is waiving all conversion charges. **However, this is our final notice in the Tucson metro area.**

Until July 20th, 2001, Qwest is offering to credit the monthly recurring price difference between Foreign Central Office lines and Local Number Portability lines, retroactive to April 10, 2000. After July 20th, 2001, you will still be able to change to Local Number Portability, but the effective billing will begin on the day the change is made.

If you have faxed or mailed your authorization for this conversion, then please disregard this notice. However, if you have not returned this form but would like to authorize a conversion, then please fax or mail this completed form immediately to expedite the conversion process. If you have questions regarding the conversion, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

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I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability.

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102